

1 PORTER LAW GROUP, INC.  
2 William L. Porter, Esq. [133968]  
3 7801 Folsom Boulevard, Suite 101  
Sacramento, California 95826  
Telephone: 916-381-7868  
Facsimile: 916-381-7880

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5 Attorneys for  
NEW WEST PARTITIONS

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8 UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
9 SAN FRANCISCO DIVISION

10 In re: Case Nos. 19-30088 (DM)  
11  
12 PG&E CORPORATION 19-0089 (DM)

13 -and- Chapter 11  
14  
15 PACIFIC GAS & ELECTRIC (Jointly Administered)  
COMPANY,  
16 Debtors

- 17  
18  Affects PG&E Corporation  
19  Affects Pacific Gas and Electric  
Company  
20 X Affects both Debtors

21  
22 \*All papers shall be filed in the Lead Case,  
No. 19-30088(DM)  
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NOTICE PURSUANT TO 11 U.S.C. §  
546(b)(2) RELATED TO PERFECTION,  
MAINTENANCE AND ENFORCEMENT OF  
MECHANICS LIEN CLAIMS

NEW WEST PARTITIONS (“NWP”), by and through its undersigned counsel, hereby (I) provides notice pursuant to 11 U.S.C. § 546(b)(2) of mechanics liens, corresponding to secured claims, and enforcement rights it holds against property of one or both of PG&E

1 CORPORATION and PACIFIC GAS & ELECTRIC COMPANY (collectively “Debtors”) and  
2 (ii) reserves all related and other rights claims and interests it may have in the subject Chapter 11  
3 cases. In support hereof, NWP states as follows:

4 **Section 546(b)(2) Notice**

5 1. NWP is a California corporation authorized to do business under the laws of the  
6 State of California, and duly licensed by the Contractors’ State License Board to operate as a  
7 general building contractor, holding a class B license under license number 723392.

8 2. In accordance with a Subcontract Agreement (“Subcontract”) dated August 24,  
9 2018, and entered into between NWP and Roebbelin Contracting, Inc., NWP furnished labor,  
10 services, equipment and material in connection with works of improvement to certain real  
11 property located at 1030 Detroit Avenue, Concord, CA 94520, also known as the PG&E Concord  
12 Building B Service Center Refresh (“Service Center Property”). A true and correct copy of this  
13 Subcontract Agreement is attached hereto as ***Exhibit 1***. The works of improvement were  
14 performed under contract and/or at the special request and instance of one or more of the Debtors  
15 and with their actual or constructive knowledge. One or more of the Debtors holds or claims an  
16 ownership interest in the Service Center Property.

17 3. On or about October 30, 2018, pursuant to California Civil Code §§§8034(a),  
18 8102, 8106-8118, 8200 et seq., NWP served a California Preliminary Notice on Debtors.  
19 Attached hereto as ***Exhibit 2*** is a true and correct copy of NWP’s California Preliminary Notice  
20 with proof of mailing and return receipt.

21 4. After performance under the Subcontract, and upon nonpayment for labor,  
22 materials, services and equipment furnished, and within the time required by California law,  
23 NWP recorded a verified claim of mechanics lien in the office of the County Recorder of Contra  
24 Cost. At the time of recording the verified claim of mechanics lien, the principal amount  
25 remaining due, owing and unpaid for its work on the Service Center Property was \$80,704.00,  
26 excluding interest, and the cost of verifying and recording the mechanics lien claim. Attached  
27 hereto as ***Exhibit 3*** is a true and correct copy of NWP’s mechanics lien, recorded on or about  
28 February 28, 2019, with the Contra Costa County Recorder’s Office. An official recorded

1 mechanics lien had not been received by NWP as of the filing of this Notice, however, the  
2 official recorded copy will be available once NWP has received it back from the Contra Costa  
3 County Recorder's Office.

4       5. In accordance with various Subcontract Work Orders ("SWOs") and related  
5 agreements made between NWP and Turner Construction Company, NWP furnished labor,  
6 services, equipment and material in connection with works of improvement to certain real  
7 property located at 7205 National Dr., Livermore, CA 94550, also known as the PG&E  
8 Livermore Training Center ("Training Center Property"). Attached hereto as ***Exhibit 4*** is a true  
9 and correct copy of the SWOs and related agreements and documents. The works of  
10 improvement were performed under contract and/or at the special request and instance of one or  
11 more of the Debtors and with their actual or constructive knowledge. One or more of the Debtors  
12 hold or claim an ownership interest in the Training Center Property.

13       6. On or about May 23, 2018, pursuant to California Civil Code §§ 8034(a), 8102,  
14 8106-8118, 8200 et seq., NWP served a California Preliminary Notice on Debtors. Attached  
15 hereto as ***Exhibit 5*** is a true and correct copy of NWP's California Preliminary Notice with proof  
16 of mailing and return receipt.

17       7. After performance under the Agreements, and upon nonpayment for labor,  
18 materials, services and equipment furnished, and within the time required by California law,  
19 NWP recorded a verified claim of mechanics lien in the office of the County Recorder of  
20 Alameda. At the time of recording the verified claim of mechanics liens, the principal amount  
21 remaining due, owing and unpaid for its work on the Training Center Property was \$366,599.39,  
22 excluding interest, and the cost of verifying and recording the mechanics lien claim. Attached  
23 hereto as ***Exhibit 6*** is a true and correct copy of NWP's mechanics lien, recorded on or about  
24 February 28, 2019, with the Alameda County Recorder's Office.

25       8. In total, and prior to the January 29, 2019 petition date ("Petition Date"), the  
26 aggregate amount owed to NWP for the labor, services, equipment and material furnished in  
27 connection with the works of improvement described above was at least \$447,303.39, exclusive  
28 of accruing interest and other charges, with additional amounts owing and accruing after the

1 Petition Date (collectively, "Indebtedness"). To the date of filing of this Notice, all of the  
2 Indebtedness remains outstanding and owed to NWP.

3       9. Under California Civil Code § 8460(a), a claimant is ordinarily required to  
4 commence an action to enforce a mechanics lien "within 90 days after recordation of the claim of  
5 lien." However, at present, NWP is prevented from commencing appropriate actions to enforce  
6 its mechanics liens in both Contra Costa and Alameda Counties ("Actions") as a result of the  
7 institution of the subject Chapter 11 cases and the application of the automatic stay of 11 U.S.C.  
8 § 362(a) ("Automatic Stay").

9       10. Section 546(b)(2) of the Bankruptcy Code provides in pertinent part that when  
10 applicable law requires commencement of an action to perfect, or to maintain or continue the  
11 perfection of, an interest in property and an action has not been commenced prior to the petition  
12 date, then such perfection, or maintenance or continuation of perfection, may be accomplished by  
13 a claimant instead "giving notice within the time fixed by such law" for commencement of such  
14 action.

15       11. Accordingly, NWP hereby provides notice that (a) it is the holder of the verified  
16 and recorded mechanics liens, as described above, and corresponding Secured Claims to the  
17 Service Center and Training Center Properties under California law; (b) but for the Automatic  
18 Stay it would have timely commenced appropriate Actions pursuant to California law in both  
19 Contra Costa and Alameda Counties to enforce such mechanics liens and Secured Claims; and ©  
20 it intends in all respects to fully perfect, maintain, preserve and continue the perfection of its  
21 mechanics liens on the Service Center and Training Center Properties and to enforce and realize  
22 upon its corresponding Secured Claims in accordance with the requirements of California State  
23 law, 11 U.S.C. §§ 362(a), 362(b)(3) and 546(b)(2), and any other applicable law. Without  
24 limiting the generality of the foregoing, this notice constitutes the legal equivalent of having filed  
25 mechanics liens in the Recorders Offices of Contra Costa and Alameda Counties for the pertinent  
26 works of improvement and respective amounts of Indebtedness, and then having commenced  
27 Actions to enforce and foreclose such mechanics liens in the proper courts.

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### **Reservation of Rights**

2        12. In the interests of economy and efficiency, NWP has filed this single Notice in the  
3 above-captioned Chapter 11 cases intending and expecting it to apply or pertain separately and  
4 individually to (a) the continued perfection of each one of the subject mechanics liens; (b) the  
5 Actions that otherwise would have been commenced by NWP in accordance with California  
6 State law to maintain, enforce and realize upon its corresponding Secured Claims; © NWP's  
7 exercise of any other rights under or satisfaction of any other requirements of 11 U.S.C. §  
8 546(b)(2) in the circumstances.

9           13. NWP reserves the right to supplement, amend or otherwise alter this Notice from  
10 time to time as may be necessary or appropriate to conform to, or to adapt to changes in, facts or  
11 law, determinations yet to be made in the subject Chapter 11 cases or in other proceedings, or  
12 otherwise to further the purposes of filing this Notice. Without limiting the generality of the  
13 foregoing, NWP reserves the right if deemed necessary or appropriate to subdivide this Notice  
14 into several notices under Section 546(b)(2) based upon each of the mechanics liens and potential  
15 Actions thereon, to include specific or additional pre-petition or post-petition amounts, and to  
16 state a total amount of the Indebtedness or any component thereof that would be owed by a  
17 Debtor upon the effective date of any plan of reorganization or liquidation, the date of any  
18 distribution or payment with respect to NWP's Secured Claims or any other appropriate date(s).

19           14. NWP reserves the right to request modification of the Automatic Stay,  
20 determinations with respect to the validity, priority or extent of its mechanics liens and Secured  
21 Claims, and adequate protection of, or any other relief in relation to its mechanics liens and  
22 Secured Claims.

23        15. NWP reserves the right to assert against either of the Debtors any and all claims  
24 and interests that are not encompassed by the mechanics liens and Secured Claims, including  
25 additional secured claims, administrative-priority claims or other claims that may have arisen  
26 before or after the Petition Date. Also, NWP reserves any rights, claims, actions, setoffs, or  
27 recoupments to which it is or may be entitled under contract or otherwise in law or equity with  
28 respect to either of the Debtors or their respective assets in the subject cases. In addition, NWP

1 reserves any and all rights, claims, actions, and remedies it has or may have with respect to all  
2 entities other than Debtors, and nothing herein shall be considered an election not to pursue  
3 remedies against such entities.

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5 Dated: March 19, 2019

PORTER LAW GROUP, INC.

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7 By:



William L. Porter, Esq.

Attorneys for NEW WEST PARTITIONS

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